

**GO BEYOND FAN GETAWAY
SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

YOU MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.

1. **ELIGIBILITY:** The Go Beyond Fan Getaway Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are twenty-one (21) years of age or older as of the date of entry, located in one of the fifty (50) United States or the District of Columbia. Employees of the National Football League, its member clubs, including, without limitation, the San Francisco 49ers, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, and each of their respective parents, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the “NFL Entities”) or other companies associated with the promotion of the Sweepstakes, Fideicomiso De Turismo Los Cabos (The Los Cabos Tourism Board), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law.
2. **SPONSOR:** The Sweepstakes are sponsored by Forty Niners Football Company LLC (together with its affiliates, the “Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes by an entrant (the “Entrant”) constitutes Entrant’s full and unconditional agreement to and acceptance of these official rules (“Official Rules”) and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Sweepstakes run from April 12, 2024 at 10:00am PT to May 15, 2024 at 11:59pm PT (the “Entry Period”). Entries that are submitted prior to or after the Entry Period will be disqualified.
5. **HOW TO ENTER:**

In order to enter the Giveaway and be eligible for the corresponding prize, you must:

1. Follow @loscabostourism on Instagram; AND
2. Enter your full name, email, phone number, and Instagram handle into the Formstack linked in the Sweepstakes announcement.

The winner will be selected at random from the pool of entrants who follow and complete the instructions correctly.

Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, mechanical reproductions, or similar methods will be void. All completed

entries become the property of Sponsor and will not be returned. Entries without all requested information will be disqualified and not entered into the drawing. All late, lost, or incomplete entries are not considered valid entries. **There is a limit of one (1) entry per person, regardless of entry method.** Entrants submitting multiple entries will be disqualified and not entered into the drawing. ENTRANTS MUST BE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY TO BE ELIGIBLE.

6. **SPONSOR OWNERSHIP OF ENTRIES.** All entries and materials submitted to Sponsor in connection with the Sweepstakes (collectively, “Entry Materials”), along with all copyright, trademark, and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant.
7. **DRAWING AND ODDS OF WINNING:** As soon as practicable following the Entry Period, the Sponsor will select one (1) potential winner in a random drawing of all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email and/or Instagram direct message. If a potential winner does not respond within forty-eight (48) hours of first contact or is not eligible or does not wish to accept the prize (as described below), the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place at random from the remaining eligible entries received.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) where permitted by law within forty-eight (48) hours of being notified. A potential winner must also provide proof that the winner is at least twenty-one (21) years old as of the date of entry in order to be eligible. A potential winner must also provide proof that winner and winner’s guest hold valid U.S. passports. Winner and guest must be available to travel on the dates selected by Sponsor for the trip.

If a potential winner fails to provide the above within the required time period, he/she will be disqualified and an alternate entrant may be selected in his/her place in a random drawing of all entries received.

9. **PRIZES:** One (1) prize will be awarded and will consist of: (i) roundtrip flights from San Francisco International Airport (SFO) to Los Cabos for winner and one (1) guest, (ii) three nights hotel stay in Los Cabos for winner and one (1) guest, (iii) a total of two activities for winner and one (1) guest (including a San Francisco 49ers football clinic for kids featuring appearances from San Francisco 49ers alumni and Sourdough Sam), and (iv) transportation to/from the Los Cabos airport to the hotel, to/from the hotel to each of the two activities planned by Sponsor for winner and guest.

The approximate retail value is Two Thousand Five Hundred U.S. Dollars (\$2,500.00). **All other transportation not set forth above will be the responsibility of winner.** The odds of being selected depend on the number of entries received. All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winner. No cash or other substitution

may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including, without limitation, meals, incidentals, ground transportation, souvenirs, taxes, fees, and surcharges. **Prizes will be reported as income to the winner and the winner will be responsible for all federal, state, and local taxes associated with the receipt of any prize.**

10. **PRIVACY AND PUBLICITY:** All information submitted by an Entrant in the Sweepstakes will be treated according to Sponsor's Privacy Policy, available at <http://www.49ers.com/about-us/privacy-policy.html>. In the event Entrant opts-in to receive promotional communications from Fideicomiso De Turismo Los Cabos (The Los Cabos Tourism Board), the information shall also be treated according to the Fideicomiso De Turismo Los Cabos (The Los Cabos Tourism Board) Privacy Policy, available at <https://www.visitloscabos.travel/privacy-policy/>. Additionally, except where prohibited by law, participation in the Sweepstakes constitutes Entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media now or hereafter known throughout the world in perpetuity without further payment, consideration, permission, or notification.
11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, without limitation, fraud, digital virus, or any other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, as determined by the Sponsor in its sole discretion, or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
12. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrant agrees to release and hold harmless the Sponsor, the NFL Entities, and each of their parent, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of or connected with participation in the Sweepstakes or receipt or use of any prize, including, without limitation: (a) any error that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing or typographical errors in materials associated with the Sweepstakes; (d) lost or late entries; (e) errors in the administration

of the Sweepstakes or the processing of entries; (f) alleged or actual violations of rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional; (g) telephone, electronic, hardware, software, network, Internet, or other computer- or communications- related malfunctions or failures; or (h) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize, whether under a theory of contract, tort (including negligence), warranty, or other theory. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever other than the cost of entering and participating in the Sweepstakes, including, without limitation, punitive, consequential, direct, or indirect damages. Entrant further waives all rights to have damages multiplied or increased.

IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" (OR ANY EQUIVALENT STATUTORY PROVISION WITH A SIMILAR IMPORT OR INTENT). IF ENTRANT IS A RESIDENT OF A STATE OTHER THAN CALIFORNIA, ENTRANT EXPLICITLY WAIVES THE TERMS AND PROTECTIONS OF ANY STATUTE OF HIS/HER STATE THAT HAS A SIMILAR IMPORT OR INTENT.

13. **DISPUTES:** Except where prohibited by law, any controversy, claim, or dispute arising out of these Sweepstakes (including, without limitation, any controversy, claim, or dispute arising from Entrant's dealings with third-party sponsors for products and/or services promoted in, awarded in, linked, or otherwise associated with the Sweepstakes (each such third-party sponsor, a "Third Party Sponsor")) (a "Claim") shall be resolved by final and binding arbitration. Such arbitration shall take place in Santa Clara County, California, and shall be administered by a single arbitrator pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, without regard to conflicts of law principles to the contrary. In order to keep costs down for both Sponsor and Entrant, hearings may, at Sponsor's request, be conducted telephonically or entirely upon submissions. Entrant expressly consents to the exercise of jurisdiction and venue by the state and federal courts located in Santa Clara County, California. In addition to the above, Entrant waives the right to bring any Claim as a class action, consolidated, multi-district or collective action, or private attorney general action. Entrant also agrees not to participate in any class action, consolidated, multi-district or collective action, or private attorney general action regarding any Claim.

If Sponsor prevails in any arbitration or proceeding hereunder, Sponsor shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including, without limitation, attorneys' fees. Entrant acknowledges and agrees that each Third Party Sponsor will be deemed a "Sponsor" and a third-party beneficiary of the terms and conditions set forth in this paragraph.

14. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: Go Beyond Fan Getaway Sweepstakes, San Francisco 49ers, 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054. Requests must be received within three (3) weeks of the end of the Entry Period. VT residents omit postage.
15. **SEVERABILITY:** These Official Rules for the Sweepstakes are severable, and if any portion is determined invalid or unenforceable by a body of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect to the fullest extent consistent with applicable law.